

EXHIBIT 2



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

RANCHERS PIPE & STEEL CORPORATION,)
an Oklahoma Corporation,)

Plaintiff,)

vs.)

OHIO SECURITY INSURANCE COMPANY,)
a New Hampshire Insurance Company, and)
LIBERTY MUTUAL INSURANCE)
COMPANY, a Massachusetts Insurance)
Company,)

Defendants.)

DISTRICT COURT
FILED

CJ-2017-_____

MAR 22 2017

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

CJ-2017-01105

LINDA G. MORRISSEY

PETITION

COME NOW Plaintiff Ranchers Pipe & Steel Corporation, an Oklahoma Corporation, by and through its counsel of record, Stephanie M.L. Bowden, of *Young Bowden Law Group, P.C.*, and submits its *Petition* against Defendants Ohio Security Insurance Company, a New Hampshire Insurance Company, and Liberty Mutual Insurance Company, a Massachusetts Insurance Company. In support of its *Petition*, Plaintiff alleges and states as follows:

JURISDICTION AND VENUE

1. Plaintiff Ranchers Pipe & Steel Corporation ("Ranchers") is a corporation organized and existing under the laws of the State of Oklahoma and having its principal place of business in Tulsa, Oklahoma.
2. Defendant Ohio Security Insurance Company is a foreign insurance company organized and existing under the laws of the State of New Hampshire and having its principal place of business in Cheshire County, New Hampshire.

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DON NEWBERRY
COURT CLERK

3. Defendant Liberty Mutual Insurance Company is a foreign insurance company organized and existing under the laws of the State of Massachusetts and having its principal place of business in Suffolk County, Massachusetts.
4. The claims herein pertain to a contract entered into by the parties in Tulsa County, Oklahoma; insured property located in Tulsa County, Oklahoma; and events that occurred in Tulsa County, Oklahoma.
5. Pursuant to 12 Okla. Stat. § 137, an action against a foreign insurance company “may be brought in any county where such cause of action, or any part thereof, arose, or where the plaintiff resides or where such company has an agent.”
6. This Court has jurisdiction over the parties hereto and the subject matter hereof.
7. Venue for this action is proper in Tulsa County, Oklahoma.

DEMAND FOR JURY TRIAL

8. Plaintiffs demand trial by jury of all issues that may be so tried.

FACTS

9. Plaintiff Ranchers maintained an insurance policy (“Policy”) with the Defendants for the period of December 17, 2014, to December 17, 2015.
10. On March 25, 2015, a severe weather event occurred in the Tulsa metro area which included torrential rains, severe thunderstorms, high winds, significant hail, microbursts, and tornadic activity.
11. Plaintiff’s commercial property insured by Defendants suffered significant impact from the high winds, torrential rains, and hail of March 25, 2015, resulting in substantial damage to the building, particularly the roof.
12. On March 26, 2015, Plaintiff submitted a claim to Defendants for adjustment.

13. Despite having evidence of damage from torrential rains, severe thunderstorms, high winds, significant hail, microbursts, and tornadic activity which occurred during the severe weather of March 25, 2015, Defendants have not paid the claim.
14. Defendants' failure to pay the claim has caused continuing injury, damage, and loss to Ranchers, including, but not limited to, additional damage to the commercial property and the costs of inspections, investigation, negotiation, and litigation.
15. Plaintiff Ranchers has attempted to mitigate its damages by implementing temporary repairs to the roof of the insured building.

**COUNT I
BREACH OF CONTRACT**

16. Plaintiff Ranchers reasserts and re-alleges all allegations in the preceding paragraphs as if fully set out herein.
17. Defendants' refusal to pay Plaintiff's claim is in breach of the Policy contract.
18. Plaintiff is entitled to actual damages greater than \$75,000.00 in an amount to be determined at trial, plus statutory interest pursuant to 36 Okla. Stat. § 3629, attorneys' fees, and costs.

**COUNT II
BAD FAITH**

19. Plaintiff Ranchers reasserts and re-alleges all allegations in the preceding paragraphs as if fully set out herein.
20. Defendants' actions and omissions as described herein are in violation of their duty of good faith and fair dealing toward Ranchers.
21. Defendants' failure to pay Plaintiff's claim is unreasonable and unjustified.

22. Defendants have willfully and maliciously caused additional damages to Plaintiff by their failure to pay its reasonable claim.

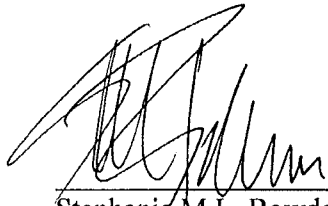
23. Alternatively, Defendants have acted with negligent, reckless disregard for Plaintiff's rights.

24. Plaintiff is entitled to actual damages greater than \$75,000.00 in an amount to be determined at trial, plus statutory interest pursuant to 36 Okla. Stat. § 3629, attorneys' fees, and costs.

25. Plaintiff is further entitled to punitive damages as a result of Defendants' bad faith.

WHEREFORE, premises seen, Plaintiff Ranchers prays for judgment against Defendants Ohio Security Insurance Company and Liberty Mutual Insurance Company in an amount to be determined at trial but in excess of \$75,000.00, plus punitive damages, statutory interest pursuant to 36 Okla. Stat. § 3629, attorneys' fees, and costs, and such other legal and equitable relief as this Court deems just and proper.

Respectfully submitted,



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